

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:)	
Toni L. Long)	Case No.: 15-22305 GLT
)	Chapter 13
Debtor(s))	
_____)	
Ronda J. Winnecour, Chapter 13)	Related to Doc. Nos. 83, 90, 92
Trustee,)	
)	
Movant,)	
)	
Vs.)	
MTGLQ Investors, L.P.)	
Respondent(s))	

**Modified CONSENT ORDER RESOLVING CHAPTER 13 TRUSTEE'S MOTION TO
COMPEL AND FOR SANCTIONS**

AND NOW, this ____ 25th Day of June, __, 2018, by the Agreement of the Chapter 13 Trustee (the "Trustee") and New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing ("Shellpoint") with regard to the postpetition fees, costs and charges related to mortgage loans serviced by Shellpoint in the Western District of Pennsylvania, it is hereby ORDERED that:

1. Shellpoint will treat the following postpetition charges as non-recoverable from the debtors or the estate:
 - a. "Door Knock" fees;
 - b. Broker's Price Opinions and Appraisals;
 - c. Late fees;
 - d. Default interest;
 - e. Inspection fees;
 - f. Postponement charges for sheriff's sales;
 - g. Attorney's fees for plan review;
 - h. Attorney's fees for objections to confirmation except in unusual or complex cases¹; and

¹ For example, no fees will be charged to the estate with respect to objections to confirmation based upon a proof of claim, as it is understood that (absent a successful claim objection) a proof of claim will control with respect to confirmed plans in this district.

*This is the Agreement of the parties and does not represent findings or determinations of this Court. Should a dispute arise regarding this Agreement and its effect in any other proceedings in this District, the implementation shall be subject to the assigned Judge's assessment of the parties Agreement, However, the Agreement shall only be binding before the Undersigned.

- i. Legal fees resulting from defending litigation initiated by the Trustee.
2. Shellpoint will provide the Trustee with a single point of contact. Shellpoint currently designates Mr. Bruce Coleman as the single point of contact. Shellpoint may change the identity of the single point of contact upon written notice to the Trustee.
3. Any postpetition attorney's fees charged to the estate will only be paid by the estate for the actual time in accord with the "lodestar" method.
4. Shellpoint will not file postpetition fee or expense notices identifying pre-petition obligations.
5. All postpetition charges to date have been treated as non-recoverable from the debtor or the estate. An affidavit verifying the same is to be filed by Mr. Bruce Coleman within 45 days of the date of this order.

BY THE COURT:


U.S. BANKRUPTCY JUDGE

Consented to:

/s/ Ronda J. Winnecour

Ronda J. Winnecour (PA I.D. #30399)
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/s/ Bruce Coleman

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/s/ William E. Miller

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